

## REMARKS

This Response is submitted in reply to the Final Office Action dated November 23, 2005. Claims 1, 11, 18 and 21 have been amended. Claim 19 was previously cancelled. New Claim 22 has been added. No new matter has been added.

A Request for Continued Examination is submitted herewith. A check in the amount of \$790.00 is submitted herewith to cover the cost of the RCE. Please charge deposit account number 02-1818 for any insufficiency of payment or credit any overpayment.

In responding to Applicants' arguments as set forth in the Response to Office Action dated October 12, 2005, the Office Action states that the Applicants have replaced the word "value" with the word "offer" in some claims while retaining the use of the word "value" in other claims. The Office Action further states that "as these terms have been presented interchangeable without any setting forth definition or support for a separate interpretation of these two terms, they have been deemed equivalent for the purposes of this action." Applicants respectfully disagree with this interpretation. Each "offer" in Claims 1 to 10, 18 and 20 may be accepted or rejected by a player if the player selects the selection directly associated with that offer. On the other hand, each "value" in Claims 11 to 17 and 21 will be provided to a player if the player selects the selection associated with that value. Thus, the term "offer", as included in Claims 1 to 10, 18 and 20, involves an acceptance/rejection feature where a revealed offer may or may not be provided to the player (if the player selects the selection directly associated with that offer) while the term "value", as included in Claims 11 to 17 and 21, does not have such acceptance/rejection feature and will be provided to the player (if the player selects the selection associated with that value). Accordingly, Applicants submit that such terms are not interchangeable with respect to the pending claims

Moreover, the specification supports Applicants position that "offers" and "values" are not interchangeable, but rather are different terms with different interpretations. For example, page 13, line 8 to page 14, line 17 discloses that each player selectable selection has a value associated with it and not until the player picks one of the selections to reveal the associated value does the revealed associated value form the

player's offer which the player may accept or reject. In another example, page 17, lines 3 to 5 discloses that "[a]fter the gaming device displays the value associated with the picked selection, the player may accept or reject the revealed value as their offer...". Thus, if only the value associated with the player's picked selection forms the player's offer which the player may accept or reject (and the remaining values not associated with the player's picked selection do not form the player's offer and thus the player may not accept or reject these values), Applicants respectfully submit that the term "value" and the term "offer" must have separate definitions with separate interpretations and are not interchangeable with respect to the pending claims.

Additionally, page 14, lines 18 to 20 of the specification states that "...if the player rejects an offer, the value associated with that rejected offer is available for the gaming device to reassign or reassociate with another masked selection in subsequent rounds." Thus, Applicants respectfully submit that if a value is associated with a rejected offer and the value is available for a subsequent round, the term "value" and the term "offer" must have separate definitions with separate interpretations and are not interchangeable with respect to the pending claims.

In Response to the §116 amendment filed on January 19, 2006, the Advisory Action dated February 3, 2006 states that:

The Applicant contends a separation between the terms the actions of a player selection and a player election. The Applicant appears to attempt to separate a player election of a prize from a player's acceptance/rejection of a prize. On a first point, the separation of "...if the player selects the selection directly associated with that offer" and "...if the player elects the selection associated with that value" appear to be remarkably similar if not still under the purview of interchangeable as presented.

Applicants respectfully submit that this quotation of what Applicants submitted in the §116 Amendment dated January 19, 2006 is taken out of context. The Advisory Action is missing the opening clause of each cited passage wherein Applicants submitted that "[E]ach 'offer' in Claims 1 to 10, 18 and 20 may be accepted or rejected by a player if

the player selects the selection directly associated with that offer. On the other hand, each "value" in Claims 11 to 17 and 21 may be provided to a player if the player elects the selection associated with that value." Accordingly, in the §116 Amendment dated January 16, 2006, Applicants are not contending a separation between the terms of the actions of a player selection and a player election, but rather are contending a separation between the term "value" in Claims 11 to 17 and 21 and the term "offer" in Claims 1 to 10, 18 and 20.

Moreover, in responding to Applicants' arguments as set forth in the Response to Office Action dated October 12, 2005, the Office Action states that:

[T]he applicants submit, "...Baerlocher teaches a gaming device which "causes a display device to display a rearrangement (reshuffling) of the selectable selections wherein after the rearrangement of the selectable selections on the display each selection remains associated with said previously associated value". This is incorrect. Baerlocher states that "[t]he game alternatively reshuffles or redistributes the numbers of steps associated with the selections 108a through 108x after each offer and thereby provides a new order of steps associated with the selections 108a through 108x." Redistributing the numbers of steps associated with the selections after each offer is different than displaying to a player the association between at least one of the values associated with one of the selections and the selection and then displaying a rearrangement of the selectable selections wherein after the rearrangement of the selectable selections on the display, each selection remains associated with the previously associated value.

As discussed during the telephone interview of January 10, 2006, Applicants respectfully submit that this quotation of what Applicants' submitted in the Response to Office Action dated October 12, 2005 is taken out of context. The Office Action is missing the opening clause of this passage wherein Applicants' submitted that "The Office Action states that Baerlocher teaches a gaming device...". Accordingly,

Applicants respectfully submit that the point in the Response to Office Action dated October 12, 2005 is clear regarding where and how the described process of Baerlocher in the Office Action dated April 21, 2005 is "incorrect".

The Office Action rejected Claims 1 to 11, 15, 18, 20 and 21 under 35 U.S.C. §102(e) as being anticipated by Baerlocher et al. (U.S. Patent No. 6,648,754).

Baerlocher discloses a gaming device having a game with a plurality of player selectable selections. A plurality of the selections are each associated with a numbers of steps. Different numbers of steps are associated with different offers. The gaming device enables a player to pick selections to accumulate steps. The gaming device enables the player to accept or reject the offer associated with the accumulated number of steps. The game ends when the maximum number of offers have been awarded, the player accepts an offer, or the player's accumulated steps meet or exceed a termination limit equal to a number of steps.

Amended independent Claim 1 is directed to a gaming device having a game including a plurality of offers wherein the plurality of offers are payable to a player, a plurality of player selectable masked selections, and a display device. The gaming device includes a processor adapted to communicate with the display device. The processor is adapted to: (a) directly associate the offers with the selections, (b) enable the player to select one of the selections, (c) reveal the offer associated with the selected selection to the player, (d) enable the player to accept or reject the revealed offer, and (e) repeat steps (a) to (d) at least once if the player rejects the revealed offer, wherein if the player rejects the revealed offer, the revealed offer is reassociated with one of the masked selections for at least one subsequent selection.

The Office Action states that the Applicants appear to be equating the claimed offers to a prize amount awarded to a player, however this feature is not reflected in the pending claims. Accordingly, as discussed in the telephone interview of January 10, 2006 and the telephone call between Applicants' representative and Examiner Mosser on February 9, 2006, Applicants have amended Claim 1 to clarify that the plurality of offers are payable to the player.

Such an amendment, combined with the arguments previously submitted in the Response to Office Action dated October 12, 2005 (i.e., in the gaming device of amended independent Claim 1, the offers are directly associated with the selections while in Baerlocher the offers are associated with different numbers of steps which are associated with the selections) distinguish the gaming device of amended independent Claim 1 and Baerlocher. Accordingly, Applicants respectfully submit that amended independent Claim 1 is patentably distinguished over Baerlocher and in condition for allowance.

Claims 2 to 10 depend directly or indirectly from independent Claim 1 and are also allowable for the reasons given with respect to Claim 1, and because of the additional features recited in these claims.

Similar to amended independent Claim 1, independent Claim 18 is directed to a method of operating a gaming device including, amongst other elements, directly associating a plurality of offers with a plurality of selections wherein the plurality of offers are payable to a player, enabling the player to pick a selection, communicating the offer associated with the picked selection to the player, and enabling the player to accept or reject the offer. For the reasons described above with respect to amended independent Claim 1, Applicants respectfully submit that amended independent Claim 18 is patentably distinguished over Baerlocher and in condition for allowance.

Claim 20 depends directly from independent Claim 18 and is also allowable for the reasons given with respect to Claim 1, and because of the additional features recited in this claim.

Amended independent Claim 11 is directed to a gaming device having a game including a plurality of values, wherein each of the values is greater than zero, a plurality of player selectable selections, and a display device. The gaming device includes a processor which communicates with the display device, associates the values with the selections wherein each selection is associated with one of the values, and displays to a player the association between at least one of the values associated with one of the selections and the selection. The processor also causes the display device to display a rearrangement of the selectable selections in a manner discernable by the player prior

to the player's selection of one of the selectable selections, wherein after the rearrangement of the selectable selections on the display, each selection remains associated with the previously associated value, enables the player to select one of the selections, and provides the player the value associated with the selected selection.

Applicants have amended independent Claim 11 to clarify that the rearrangement of the selectable selections is displayable in a manner discernable by the player prior to the player's selection of one of the selectable selections. As discussed during the telephone interview of January 10, 2006, and the telephone call between Applicants' representative and Examiner Mosser on February 9, 2006, and previously submitted in the Response to the Office Action dated October 12, 2005, redistributing the numbers of steps associated with the selections after each offer (i.e., Baerlocher) is different than displaying to a player the association between at least one of the values associated with one of the selections and the selection and then displaying a rearrangement of the selectable selections in a manner discernable by the player prior to the player's selection of one of the selectable selections, wherein after the rearrangement of the selectable selections on the display, each selection remains associated with the previously associated value (i.e., amended independent Claim 11). Accordingly, for this reason, Applicants respectfully submit that Claim 11 is patentably distinguished over Baerlocher and in condition for allowance.

Claims 12 to 17 depend directly from independent Claim 11 and are also allowable for the reasons given with respect to Claim 11, and because of the additional features recited in these claims.

Similar to independent Claim 11, independent Claim 21 is directed to a method of operating a gaming device including, amongst other elements, revealing one of the values associated with one of the selections to the player and displaying a rearrangement of the selections in a manner discernable by the player prior to the player's pick of one of the selections, wherein after the rearrangement of the selections, each selection remains associated with the previously associated value. For the reasons described above with respect to independent Claim 11, Applicants respectfully

submit that Claim 21 is patentably distinguished over Baerlocher and in condition for allowance.


Applicants respectfully submit that new independent Claim 22 includes elements of amended independent Claims 1 and 11 and thus the subject matter of new independent Claim 22 has already been considered in connection with amended independent Claims 1 and 11. Specifically, new independent Claim 22 is directed to a gaming device operable under control of a processor, the gaming device including a game controlled by the processor, and a plurality of offers in the game, wherein each of the offers is greater than zero and payable to a player. The gaming device includes a plurality of player selectable selections in the game and a display device operable to display the game. The processor is programmed to operate with the display device to control a play of the game by directly associating the offers with the selections, wherein each selection is associated with one of the offers, enabling the player to select one of the selections, and revealing the offer associated with the selected selection. The processor is also programmed to control the play of the game by enabling the player to accept or reject the revealed offer, if the player accepts the revealed offer, providing the revealed offer to the player, and if the player rejects the revealed offer, causing the display device to display a rearrangement of the selectable selections in a manner discernable by the player prior to the player's subsequent selection of one of the selectable selections, wherein after the rearrangement of the selectable selections by the display device, each selection remains associated with the previously associated offer. The processor is further programmed to control the play of the game by enabling the player to pick one of the selections and providing the player the offer associated with the picked selection. For the reasons discussed above and because of the additional features recited in this claim, Applicants respectfully submit that new Claim 22 is in condition for allowance.

An earnest endeavor has been made to place this application in condition for allowance and is courteously solicited. If the Examiner has any questions related to this Response, Applicants respectfully request that the Examiner contact the undersigned to discuss this Response.

Respectfully submitted,

BELL, BOYD & LLOYD LLC

BY



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